

# COUNTRY SIDE VILLAGE

135 RUSTIC DRIVE  
SHIPPENSBURG, PA 17257

Effective: MARCH 1, 2011

## RULES AND REGULATIONS

ALL LEASES ARE MADE SUBJECT TO THE FOLLOWING RULES AND REGULATIONS, WHICH APPLY IN EQUAL FORCE WITH THE LEASE. THE PURPOSE OF COUNTRY SIDE VILLAGE'S RULES AND REGULATIONS IS TO PROMOTE THE HEALTH, SAFETY AND UPKEEP OF THE COMMUNITY AND TO ENSURE A PEACEFUL CO-EXISTENCE BETWEEN RESIDENTS WITH THE RIGHTS AND RESPONSIBILITIES OF BOTH MANAGEMENT AND RESIDENTS CLEARLY DEFINED. ACCORDINGLY, ALL RESIDENTS OF COUNTRY SIDE VILLAGE MUST ABIDE BY AND OBEY THE UNDERLYING RULES AND REGULATIONS IN THEIR ENTIRETY.

# **RULES AND REGULATIONS**

## **I. APPLICATION FOR RESIDENCY**

Everyone who wishes to be considered for residency in Country Side Village will be required to fill out an application before being interviewed and considered for residency. The application includes: credit information, names, ages and places of employment of all adults and schools attended by minors who will be residing in the household, descriptions of vehicles including registration numbers, phone numbers (including unlisted numbers) and information about the home to be placed in the Community.

## **II. OCCUPANCY AND USE LIMITATIONS**

A. A resident may not use his or her lot within the Community for purposes other than residential purposes.

B. Two bedroom homes shall be limited to four (4) occupants, no more than two of which may be adults. Three bedroom homes shall be limited to five (5) occupants, no more than two of which may be adults. Four bedroom homes shall be limited to seven (7) occupants, no more than two of which may be adults. Each home must be occupied by at least one adult. For these purposes, a person who is eighteen years of age or older is considered an adult and all adult residents living in home must sign the lease. A resident wishing to have more than two adults occupy his or her home may do so if:

The additional adults are registered with Community management; the maximum number of occupants in the home as set forth in paragraph B is not exceeded, and resident pays additional rent equal to **Thirty Dollars (\$30.00) per month per extra adult**. Residents having three bedroom homes will be permitted to have a sixth occupant in their home provided they register the occupant with Community management and pay additional rent of **Thirty Dollars (\$30.00) per month if the sixth occupant is an adult**.

C. Residents may have overnight guests. However, if such visitors or guests remain overnight so frequently as to increase the number of persons normally living in the unit, Country Side Village may revise the rent due to conform to the rent paid by other Lessees with a like number of members in their household as set forth in the community's Disclosure of Fees. For guidance purposes only, a visitor who remains on the leased premises between 12:00 a.m. and 6:00 a.m. for more than 7 days in any thirty-day period will be considered a resident. Any such guest must be registered with management and will be considered an occupant for whom additional rent may be charged pursuant to the above provisions.

## **III. THE LEASE AND THE RULES AND REGULATIONS**

A. All residents accepted into the Community shall enter into a lease. At that time, residents shall pay their security deposit and first month's rent.

B. All residents must sign and abide by the Country Side Village Rules and Regulations.

- C. There are no pets allowed in the Community except as provided for in the accompanying Pet Agreement. All residents must sign and abide by the terms of the Pet Agreement whether or not they own a pet. Obtaining a pet without approval and without complying with the Pet Agreement is a violation of the lease and is grounds for loss of the privilege of having a pet in the community and possible eviction.
- D. Resident shall pay a **\$100.00 security deposit** upon signing the lease. The deposit may not be treated by the resident as either the first or last month's rent. The security deposit will be returned to the resident by mail after the resident has completely vacated the lot provided that the leased premises are in good condition and the resident provides notice of his or her forwarding address. Security deposits are not transferable.

#### **IV. RENT AND LATE FEE POLICY**

Monthly rent is due and payable in advance on the first day of each month. Residents will be granted a grace period until the 5<sup>th</sup> day of the month. To avoid a late fee, rent must be received or post marked by the 5<sup>th</sup> day of each month. No exceptions will be made for holidays or bad weather. A late fee of \$25.00 will be charged for any rent postmarked or received after the 5<sup>th</sup> day of the month.

If you fail to pay your rent by the 5<sup>th</sup> day of any month, Country Side Village will send you a notice that you are in default of the terms of the lease. If notice is given on or after April 1 and before September 1<sup>st</sup> of any year, you will have 20 days to pay the amount due on the account including late charges. If such notice is given on or after September 1<sup>st</sup> and before April 1<sup>st</sup> of the following year, you will be given 30 days to pay the amount due including late charges. If you fail to make you rent current within these timeframes, Country Side Village may begin eviction proceedings against you in accord with the regulations set forth in the Manufactured Home Community Rights Act.

Failure to pay fees, charges, or rent may result in eviction.

If your check is returned to Country Side Village Management, LLC for any reason, you will be charged a processing fee of \$25.00

Management reserves the right to increase any fee, charge or rent contained in these Rules and Regulations or in the Lease. However, ground rent shall not change more than once in any 12 month period. For a change in rent or any fee to take effect, management must deliver written notice of the increase or change at least thirty (30) days prior to the effective date of the changes.

#### **V. REQUIREMENTS FOR YOUR HOME AND LOT**

1. All homes must be owner occupied. No Lessee may rent his or her home.
2. All Lessees must maintain homeowners insurance at all times while their home is located on leased premises.
3. With the exception of wheels and detachable hitches, no storage of any kind is permitted under a home in Country Side Village.

4. The bottom of the home shall be completely enclosed (skirted) within thirty (30) days of a home arriving in the Community. Skirting must be interlocking vinyl in a color coordinating with the exterior of the home. A masonry foundation is also acceptable when used in conjunction with proper footing. Other skirting material that specifically matches the exterior material of a home may be used if it is professionally installed and approved by management prior to installation.
5. All homes must have a minimum of one (1) frost-free exterior faucet.
6. There must be interior water shut-off valves throughout the home for all sinks and toilets.
7. Street numbers must be secured and prominently displayed on the lamppost in front of the home.
8. The home shall have the wood deck constructed according to township regulations and in accordance with Country Side's specifications as set forth herein. Decks and steps must be constructed with pressure treated wood, enclosed with a pressure treated wood lattice and must be properly maintained at all times.
9. No outside above-ground fuel storage tanks are permitted.
10. All homes shall have vinyl lap or wood siding installed according to manufacturer standards.
11. All roofs shall be of a peaked design with residential shingles applied.
12. All homes shall have aluminum pre-finished or vinyl gutters and down spouts.
13. The roof on each home in Country Side Village must be equipped with a decorative artificial chimney with a brick appearance.
14. Each home must have shutters around its windows that are coordinated with the exterior color of the home.
15. A designed landscape package containing a minimum of ten (10) pieces of shrubbery must be submitted to management for approval. At all times during lease and for as long as Lessee's home remains in the community, a minimum of 10 pieces of shrubbery must be maintained at leased premises and said shrubbery must be kept trimmed and pruned.
16. Lawn shall be reseeded at resident's expense when damaged by the installation of his other home or for any other reason.
17. All homes in the Community must be placed on level concrete footers a minimum of 36 inches in depth with anchors. Set-up of home must be in accordance with state regulations.
18. The Lessee is required to purchase all permits and connecting fees
19. The Lessee is required to submit a sketch plan to the park showing the placement of the home and landscaping at least two (2) weeks before the home is set in the park.
20. Drying of laundered clothes is permitted only on umbrella-type drying lines installed at the rear of the home. Extended clotheslines are prohibited. The umbrella-type line may be

- extended only when in use. At all other times, these lines must be closed. Additionally, a ground sleeve must be installed for the umbrella-type poles.
21. There are no fences allowed in Country Side Village without written permission from park management. If approval is granted, fences must be constructed with white PVC material. Fences constructed of any other material are strictly prohibited.
  22. All firewood must be stored inside a storage shed or enclosed in lattice.
  23. No swimming pools or outdoor hot tubs are permitted.
  24. No swing sets are allowed without approval of management. Approval may be granted only to residents whose lots back up to the perimeter of the park. A plan showing the proposed placement of the gym set and/or swing set on the lot must be prepared by the tenant and submitted to park management for approval prior to its construction. Approved swing sets and gym sets must be kept painted and in good repair. If management notifies tenant that paint and repairs are necessary, he or she will have 30 days to make the repairs or management will remove the set at tenant's expense.
  25. Awnings are permitted only with written approval of park management.
  26. Portable basketball hoops are not permitted in the park.
  27. One custom-made storage shed is required per lot. All sheds must be approved by park management in writing prior to installation and must be maintained and painted at all times in a color which coordinates with the exterior of the resident's home. All sheds that are purchased from the date of these rules forward will be of wood construction with asphalt shingle roofs. All sheds in the Community will be professionally built with runners. Absolutely no homemade sheds are permitted. The minimum shed size will be 8'x10' and the maximum shed size will be 10'x14'. All blocks used under the shed must be recessed into the ground so that the opening between the ground and the bottom of the shed does not exceed four (4) inches. Location of the shed is at the discretion of the management.
  28. All window air conditioning units must be properly installed and correctly supported. Supports and props from the ground to the unit are strictly prohibited.
  29. All homes within the Community must have a fire extinguisher in working condition.
  30. Each Lessee is responsible for purchasing and installing replacement light bulbs in outdoor light fixtures including the lamp post on premises. In order to assure uniformity within the Community, park management may dictate the type of bulb to be used.
  31. Your lawn and its appearance are very important to all residents of the Community. Therefore, you must cut, trim, remove weeds, fertilize and edge your lawn whenever needed. Grass length in excess of four (4) inches is not permitted.
  32. If a Lessee fails to maintain his or her lot in a neat and orderly condition, management may notify Lessee of violation. If Lessee does not correct the issue in the allotted time prescribed in the notice, Lessor may provide the proper maintenance for which the resident will be charged.

33. All Lessees must, at their own expense, maintain the exterior of their home including, but not limited to, the following: skirting, decks, shutters, siding, roof, shed and windows as well as blinds, curtains and window treatments visible from outside the home. Management may periodically inspect the homes in the community for compliance. If management notifies Lessee that exterior maintenance is necessary, resident will have 30 days to bring the home into compliance.
34. Home improvements are as important to us as they are to you. Therefore, management must approve all exterior improvements of any kind whatsoever prior to installation. Before any construction is started, blue prints must be submitted to management describing the proposed improvement and stating its size and the materials to be used in construction. If the improvement will be elevated, the tenant must also set forth the means by which he or she will enclose the bottom of the structure. Lessees must have written permission from management before commencing work on any alteration, addition or construction.
35. Any shrubs, trees, or lawn improvements made on a lot shall become the property of the Community at the end of the lease. Thus, said items may not be removed when a resident vacates the lot except to the extent necessary to remove the manufactured home from the premises. To avoid damage to underground utilities, permission must be obtained from management before digging holes for planting. Vegetable gardens are not permitted.

## **VI. UTILITY SERVICE**

1. Each Lessee is responsible for maintaining tight connections to sewer outlets and water inlets from the connection point in the crock and throughout the home. Leaks must be repaired immediately at homeowner's expense unless expressly covered by a warranty. Lessee is responsible for any fees associated with excess water usage caused by damage to lines that homeowner is responsible for maintaining.
2. Each Lessee is responsible for keeping his or her own water and sewer connections from freezing from the connection in the crock. This may be accomplished by using electric heat tape and fiberglass insulation. Any damage resulting from frozen pipes will be the responsibility of the Lessee. Water check valves must be installed on water lines. Management will not be responsible for water heater elements.
3. Non-soluble items such as rags, cloth, hard paper, sanitary napkins, frying oil or fat or items made of plastic or rubber must not be flushed down any drain or toilet facility. Lessees will be held liable for damage to the sewer system caused by violation of this rule.
4. All complaints and problems concerning water and sewer service should be directed to management.
5. The lamp post located on each lot shall be maintained at all times by the Lessee.
6. Cable or satellite TV, phone and internet service is provided by independent companies that have been granted the right to provide service to the Community. Management is not responsible for the performance of these providers. Any questions, comments or complaints regarding this service shall be directed to the providers.

7. Management will provide snow plowing for the streets within the Community. Each Lessee is responsible for maintaining his or her walkways and parking areas at all times, keeping these areas free of snow and ice.

## **VII. MOTOR VEHICLES**

1. A speed limit of 15 miles per hour shall be observed at all times throughout the Community. Reckless driving is prohibited.
2. Two automobiles and one motorcycle per lot are permitted, unless written approval for more vehicles is obtained from the Community Manager. Parking a vehicle on the lawn or patio area is strictly prohibited. Residents are responsible to see that guests do not occupy neighbors' parking areas. With written approval from management, additional vehicles may be parked in the overflow area designated by Community management. No parking of commercial vehicles or trailers will be permitted within the Community. All vehicles must be parked in approved parking areas. No vehicles may be parked in the street except for the purpose of deliveries, maintenance or construction. Violation of this rule may result in vehicle being towed at vehicle owner's expense.
3. Uninspected, unregistered and otherwise inoperable vehicles are not permitted in the Community.
4. No travel trailers, boats or other recreational vehicles may be stored in the Community.
5. No racecars, mini bikes or excessively noisy vehicles are permitted in the Community at any time. Excessive revving of engines is prohibited.
6. No auto repair or maintenance may be conducted in the Community.
7. No vehicles may be placed on blocks or ramps within the Country Side Village.
8. Individuals are not allowed to operate a motor vehicle in the Community without a valid operator's license.
9. Management reserves the right to tow a vehicle from any location in the Community that is not in compliance with these Rules and Regulations. Towing which results from a violation of the Rules and Regulations will be at the vehicle owner's expense.

## **VIII. COMMUNITY STANDARDS OF CONDUCT.**

1. All Lessees and community residents are expected to conduct themselves in a dignified and neighborly manner. Lessee and adult residents are responsible to insure that their children and guests follow the Rules and Regulations of the Community. Adult Lessees will be liable for any damage to the property of the Community or other resident's property caused by their family members and guests. Children must respect the property of others as well as their lot boundaries.



2. All complaints will be discussed privately with the family involved. In cases where complaints continue after the family has been properly notified, eviction may result.
3. Lessees and residents must abide by these Rules and Regulations and any posted signs pertaining to recreational areas.
4. No guns of any type or description, bow, arrows, weapons, or fireworks may be used or discharged within the Community.
5. Public drunkenness, selling drugs or other illegal substances, immoral conduct, use of profane or abusive language will be grounds for eviction from the Community.
6. No peddling, soliciting or commercial enterprise is permitted in the Community without first obtaining the consent of management. Any deliveries made for a resident's business must be made to the site of that business and not to the resident's home within the Community.
7. Absolutely no feeding of pet(s) or any animals is permitted outside of the home. Any resident observed with an outside food container will be deemed in noncompliance.

## **IX. SELLING YOUR HOME**

1. Country Side Village Management, LLC imposes no restrictions on the right of resident to sell his or her home in the Community. However, the underlying rules apply if the purchaser wishes to keep the home in the Community.
2. The Lessee must provide management with a thirty (30) day written notice of intent to sell his or her home.
3. After receiving the written notice, park management will conduct an inspection of the home to ensure it conforms to the construction standards imposed by state and federal law for the protection, safety and welfare of the residents. Management has determined that requiring such conformity at the time a resident sells his or her home helps minimize the economic hardship potentially posed by this regulation. The purchaser of a home that is not in compliance with state and federal construction standards will have to remove it from Country Side Village if the necessary repairs or improvements are not completed.
4. "FOR SALE" signs may be placed on a home or deck within the Community, but not in the lot on which the home is set. Signs may not be placed at the Community entrance or at the entrance of a street within the Community. Additionally, signs exceeding 600 square inches are prohibited.
5. Homes that were built after the effective date of the Housing and Urban Development regulations governing manufactured home construction bear a seal called the "HUD Seal". It will be presumed that a home bearing the HUD Seal was built in conformity with all state and federal construction standards. It will be presumed that homes that do not bear the HUD Seal were not built in conformity with state and federal construction standards. If a home does not bear the HUD Seal, the purchaser will be permitted to keep the home in the Community only if the selling resident proves that either that the home was built in conformity with state and federal regulations (which include copper electrical wiring, sheeted fireproof compartments for the furnace and water heater, smoke



detectors, 2"x4" studding in all exterior walls, testing of roof trusses for the appropriate rating, and other construction requirements) or the selling resident makes all necessary repairs or improvements to the home to bring it into compliance with the state and federal regulations prior to the sale.

6. The purchaser must complete the standard application for residence in the Community, be approved under the management's uniform standard of acceptance, enter into a lease, sign the Rules and Regulations and Pet Agreement and fill out the Occupant and Automobile Registration.

## IX. GENERAL

1. Country Side Village Management, LLC reserves the right to amend the Rules and Regulations at any time upon 30 days advance written notice to resident. When Country Side Village Management, LLC amends its Rules and Regulations, the amended document shall supercede any and all earlier-dated Rules and Regulations. All residents must comply with the amendments, which are promulgated for Country Side Village.
2. Management is not responsible for damage, injury or loss due to fire, theft, windstorm, flood or other forms of casualty to the home, autos or other personal property belonging to residents in the Community.
3. Management shall not be liable for any damage or injury which may be sustained by a resident or any other person as a consequence of failure, breakage, leakage, or obstruction of water, sewer, waste or soil pipes, the electrical system, or for any other reason. Additionally, management shall not be liable for damage, injury or loss resulting from the carelessness, negligence or improper conduct of any resident, guest or any other person not employed by Country Side Village.
4. All Lessees must perform their obligations under their respective lease agreements with Country Side Village Management, LLC. Any breach of the lease agreement by a resident will constitute a violation of these Rules and Regulations, which may result in eviction.

I (we) have received and read the above Rules and Regulations and fully understand my (our) obligations as a resident in Country Side Village. I (we) agree to abide by and obey the above Rules and Regulations in their entirety.

Date \_\_\_\_\_

Lessee \_\_\_\_\_

Lessee \_\_\_\_\_

Lessor(by) \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

## **PET AGREEMENT**

**Effective: March 1, 2011**

This Pet Agreement was promulgated for the protection of all residents of Country Side Village. The following provisions apply to the ownership and domicile of a pet within Country Side Village.

### **PET DESCRIPTION:**

I have a pet at this time and have documented my pet's description below. Only the following pet(s) is/are authorized to live at the resident's home site. No substitutions are allowed.

Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_  
Male/Female? \_\_\_\_\_ Pet's shots are current? \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_  
Male/Female? \_\_\_\_\_ Pet's shots are current? \_\_\_\_\_

Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_  
Male/Female? \_\_\_\_\_ Pet's shots are current? \_\_\_\_\_

**I do not have a pet at this time. In the future, if I desire to acquire a pet, I will complete a new Pet Agreement with Country Side Village Management, LLC prior to obtaining said pet.**

### **RULES:**

1. No pet(s) is/are included in the base rent for your lot. Resident must pay an additional \$10.00 per month per pet registered. Resident shall not house any pet on a permanent or temporary basis without registering the pet.
2. As a general rule, pets should not exceed 20 pounds and 24 inches in height. Park management may in writing approve exceptions.
3. The pet shall not be outside the home unless it is on a leash and in the custody and control of a responsible person. The pet may not be staked or affixed to any area of the owner's property. There may not be any doghouses or cages of any description anywhere in the community.
4. Pets shall not be tied on shrubbery, flowers or trees within the Community.

5. Absolutely no feeding of pet(s) or any animals is permitted outside of the home. Any Lessee observed with an outside food container will be deemed in noncompliance.
6. Lessees are responsible for promptly cleaning up and disposing of their pet's waste.
7. Lessee agrees that the pet will not disturb the rights, comforts and conveniences of other residents. Resident shall remove the pet from the community if the pet becomes a nuisance by interfering with the rights and enjoyment of other residents. Management reserves the right in its sole discretion to determine if a pet has become a nuisance.
8. You must provide management with a photo of your pet(s) with a copy of the current shot record(s). Resident is responsible to maintain pet(s) shots and provide records to management on an annual basis.
9. If Lessee gets rid of a pet for any reason, he or she must provide proof to management of such to have the monthly charge for that pet removed.

**LIABILITY:**

1. Failure to comply with all provisions of this agreement may result in the forfeiture of the right to keep a pet in Country Side Village and/or eviction from Country Side Village. If a Lessee loses his or her privilege to have pets in the community, the pet(s) must be removed within 30 days.
2. Lessee shall be liable for the entire amount of all damage caused by pet. Lessee shall also be strictly liable for injury to the person or property of others caused by pet and shall secure the Community against all loss and any costs of litigation and attorney's fees resulting from same.

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Lessee \_\_\_\_\_ Date \_\_\_\_\_

Community Manager \_\_\_\_\_

### UTILITIES AGREEMENT

Lessee agrees to contact Central Penn gas company and Penelec electric company within 24 hours of signing the lease with Country Side Village to transfer these utilities into his or her name. When calling Central Penn and Penelec, you must provide them with the date you signed your lease as your startup date along with your new address and telephone number.

Lessee

Date

Lessee

Date

Lessor (Country Side Village)

Date

### UTILITY COMPANY TELEPHONE NUMBERS

UGI (Gas)	(800) 652-0550
Penelec (Electric)	(800) 545-7741
Century Link (Local Telephone) <i>optional</i>	(800) 829-8009
Comcast (T.V. Cable) <i>optional</i>	(800) 995-6545